

FILED

Oct 12, 2023

Disciplinary
Board

Docket # 004

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re **CHRISTOPHER MICHAEL
HOXIE,**
Lawyer (Bar No. 46293).

Proceeding No. 23#00012

ODC File No. 22-01205

STIPULATION TO REPRIMAND

Under Rule 9.1 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to Reprimand, is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through Special Disciplinary Counsel, Fabio Ambrosio and John Graffe, and Respondent lawyer Christopher Michael Hoxie.

Respondent understands that Respondent is entitled under the ELC to a hearing, to present exhibits and witnesses on Respondent's behalf, and to have a hearing officer determine the facts, misconduct and sanction in this case. Respondent further understands that Respondent is entitled under the ELC to appeal the outcome of a hearing to the Disciplinary Board, and, in certain cases, the Supreme Court. Respondent further understands that a hearing and appeal could result in an outcome more favorable or less favorable to Respondent. Respondent chooses to resolve this

1 proceeding now by entering into the following stipulation to facts, misconduct and sanction to
2 avoid the risk, time, and expense attendant to further proceedings.

3 **I. ADMISSION TO PRACTICE**

4 1. Respondent was admitted to practice law in the State of Washington on September 23,
5 2013.

6 **II. STIPULATED FACTS**

7 2. Respondent was retained by JD and LD (hereinafter “clients”) to represent them in a
8 matter filed in Clark County Superior Court (hereinafter “the case”). Trial was scheduled to begin
9 on May 11, 2022.

10 3. Respondent’s fee agreement with clients provided for an initial payment of \$10,000.
11 Monthly invoices were sent showing the remaining balance.

12 4. Respondent demanded that clients make an additional deposit of \$10,000 by April 28,
13 2022.

14 5. The fee agreement was not executed by clients until April 28, 2022.

15 6. Clients obtained a loan for the additional deposit, using their 1969 Chevrolet pickup
16 truck as collateral.

17 7. When Clients were ready to make a \$10,000 deposit, they were told that the required
18 deposit was \$15,000. Clients did not have the \$15,000.

19 8. On April 28, 2022, Respondent prepared a Notice of Intent to Withdraw from the case,
20 which was filed on April 29, 2022.

21 9. Respondent did not personally serve clients with the Notice of Intent to Withdraw, or
22 send it to them via certified mail, as required by CR71.

23 10. Respondent improperly served clients with the Notice of Intent to Withdraw by private

1 courier, which mailing was never delivered for unknown reasons.

2 11. Respondent took no steps to seek a continuance of the trial of the case and did not
3 reach out to opposing counsel to discuss a joint motion to continue.

4 12. Respondent took no steps to assist clients in retaining substitute counsel.

5 13. Respondent never personally communicated with the clients for at least four weeks
6 before withdrawing to provide reasonable warning of the circumstances leading to the
7 withdrawal, any outstanding fee issues, or the implications of a withdrawal very close to the trial
8 date.

9 14. Clients appeared for trial in the case unrepresented, and a substantial judgement was
10 entered against them.

11 III. STIPULATION TO MISCONDUCT

12 15. By failing to provide reasonable warning to the clients before withdrawing from the
13 case, Respondent violated RPC 1.16(b)(5).

14 16. By failing to take reasonably practical steps to protect the clients' interests before
15 withdrawing from the case, Respondent violated RPC 1.16(d).

16 17. By withdrawing the same day that the clients signed the fee agreement and were
17 applying for a loan to satisfy the Respondent's fee demands, Respondent failed to clarify the terms
18 of withdrawal and the conditions of attorney-client relationship, thus misleading the clients. In so
19 doing, Respondent violated RPC 1.3.

20 18. By failing to provide the clients with a reasonable and fair disclosure of material
21 elements of the fee agreement and Respondent's billing practices, Respondent violated RPC
22 1.5(a).

23 19. By failing to consult with the clients prior to withdrawal to keep them reasonably

1 informed and explain the implications of the withdrawal such that the clients may make informed
2 decisions regarding the representation, Respondent violated RPC 1.4.

3 **IV. PRIOR DISCIPLINE**

4 20. Respondent has no public record of any prior discipline.

5 **V. APPLICATION OF ABA STANDARDS**

6 21. The following American Bar Association Standards for Imposing Lawyer Sanctions
7 (1991 ed. & Feb. 1992 Supp.) apply to this case, each attached as an appendix hereto:

8 4.4 Lack of diligence.

9 4.6 Lack of candor.

7.0 Violations of duties owed as a professional.

10 22. Respondent's failure to act with reasonable diligence was negligent.

11 23. Respondent's failure to provide the clients with accurate or complete information was
12 knowing.

13 24. Respondent's improper withdrawal and failure to comply with CR71 was knowing.

14 25. The clients were injured in that they proceeded to trial unrepresented unexpectedly
15 without being served with a Notice of Intent to Withdraw.

16 26. The clients were injured in that they took out a loan they did not need, pledging
17 collateral and paying interest, only to satisfy Respondent's fee demands and still be denied
18 representation.

19 27. The clients were injured in that, proceeding to trial unrepresented on extremely short
20 notice, they were not prepared to handle evidentiary matters pro se and were not able to present
21 any evidence at trial.

22 28. The clients were injured in that, being misled by Respondent that he was being
23 engaged on April 28, 2022, they lost the opportunity to engage another attorney.

1 29. The presumptive sanction is suspension.

2 30. The presumptive sanction is suspension under ABA Standards 4.42, 4.62 and 7.2.

3 31. No aggravating factors apply under ABA Standard 9.22.

4 32. No mitigating factors apply under ABA Standard 9.32.

5 33. It is a mitigating factor that Respondent has agreed to resolve this matter at an early
6 stage of the proceedings.

7 34. On balance the aggravating and mitigating factors warrant a departure from the
8 presumptive sanction.

9 **VI. STIPULATED DISCIPLINE**

10 35. The parties stipulate that Respondent shall receive a Reprimand with the following
11 terms and conditions:

- 12 1. Respondent agrees to not serve as a volunteer on any WSBA Board or
13 Committee for 5 (five) years.

14 36. Respondent shall be subject to probation for a period of 24 months beginning on the
15 date this stipulation is approved by the Chief Hearing Officer.

16 37. The conditions of probation are set forth below. Respondent's compliance with these
17 conditions will be monitored by the Probation Administrator of the Office of Disciplinary Counsel
18 ("Probation Administrator"). Failure to comply with a condition of probation listed herein may
19 be grounds for further disciplinary action under ELC 13.8(b).

20 Practice Monitor

- 21 a) During the period of probation, Respondent's practice will be supervised by a practice
22 monitor. The practice monitor must be a WSBA member with no record of public
23 discipline and who is not the subject of a pending public disciplinary proceeding.
- 24 b) The role of the practice monitor is to consult with and provide guidance to Respondent
regarding case management, office management, and avoiding violations of the Rules

1 of Professional Conduct, and to provide reports and information to the Probation
2 Administrator regarding Respondent's compliance with the terms of probation and
the RPC. The practice monitor does not represent the Respondent.

3 c) At the beginning of the probation period, the Probation Administrator will select a
4 lawyer to serve as practice monitor for the period of Respondent's probation.

5 i) Initial Challenge: If, within 15 days of the written notice of the selection of
6 a practice monitor, Respondent sends a written request to the Probation
7 Administrator that another practice monitor be selected, the Probation
8 Administrator will select another practice monitor. Respondent need not
9 identify any basis for this initial request.

10 ii) Subsequent Challenges: If, after selection of a second (or subsequent)
11 practice monitor, Respondent believes there is good cause why that individual
12 should not serve as practice monitor, Respondent may, within 15 days of
13 notice of the selected practice monitor, send a written request to the Probation
14 Administrator asking that another practice monitor be selected. That request
15 must articulate good cause to support the request. If the Probation
16 Administrator agrees, another practice monitor will be selected. If the
17 Probation Administrator disagrees, the Office of Disciplinary Counsel will
18 submit its proposed selection for practice monitor to the Chair of the
19 Disciplinary Board for appointment pursuant to ELC 13.8(a)(2), and will also
20 provide the Chair with the Respondent's written request that another practice
21 monitor be selected.

22 d) In the event the practice monitor is no longer able to perform the practice monitor's
23 duties, the Probation Administrator will select a new practice monitor at the Probation
24 Administrator's discretion.

e) During the period of probation, Respondent must cooperate with the named practice
monitor. Respondent must meet with the practice monitor at least once per month.
Respondent must communicate with the practice monitor to schedule all required
meetings.

f) The Respondent must bring to each meeting a current, complete written list of all
pending client legal matters being handled by the Respondent. The list must identify
the current status of each client matter and any problematic issues regarding each
client matter. The list may identify clients by using the client's initials rather than the
client's name.

g) At each meeting, the practice monitor will discuss with Respondent practice issues
that have arisen or are anticipated. In light of the conduct giving rise to the imposition
of probation, ODC recommends that the practice monitor and Respondent discuss
whether Respondent is diligently making progress on each client matter, whether
Respondent is in communication with each client, whether Respondent has promptly
billed each client, whether Respondent's fee agreements are consistent with the RPC

1 and are understandable to the client, whether Respondent needs to consider
2 withdrawing from any client matters. Meetings may be in person or by telephone at
3 the practice monitor's discretion. The practice monitor uses discretion in determining
4 the length of each meeting.

5 During the period of probation Respondent will seek the consensus of the practice
6 monitor before withdrawing from any case. Respondent shall maintain
7 contemporaneous records that each withdrawal was discussed in advance with the
8 practice monitor.

9 h) The practice monitor will provide the Probation Administrator with quarterly written
10 reports regarding Respondent's compliance with probation terms and the RPC. Each
11 report must include the date of each meeting with Respondent, a brief synopsis of the
12 discussion topics, and a brief description of any concerns the practice monitor has
13 regarding the Respondent's compliance with the RPC. The report must be signed by
14 the practice monitor. Each report is due within 30 days of the completion of the
15 quarter.

16 i) If the practice monitor believes that Respondent is not complying with any of
17 Respondent's ethical duties under the RPC or if Respondent fails to schedule or attend
18 a monthly meeting, the practice monitor will promptly communicate that to the
19 Probation Administrator.

20 j) Respondent must make payments totaling \$1,000 to the Washington State Bar
21 Association to defray the costs and expenses of administering the probation, as
22 follows:

23 i) \$250 due within 30 days of the start of the probation;

24 ii) \$250 due within 6 months of the start of the probation period;

iii) \$250 due within 12 months of the start of the probation period; and

iv) \$250 due within 18 months of the start of the probation period.

All payments should be provided to the Probation Administrator for processing.

25 CLEs

26 a) During the first twelve months of the probationary period, Respondent shall complete
27 a minimum of eight credit hours of continuing legal education courses, at
28 Respondent's own expense, in the areas of fee agreements and client communication.

29 b) Respondent shall provide evidence of attendance at such courses to the Probation
30 Administrator no later than 30 days after the conclusion of the course. Proof of
31 attendance shall include the program brochure, evidence of payment, and a written
32 statement that includes the date and time of attendance.

1 **VII. COSTS AND EXPENSES**

2 38. In light of Respondent’s willingness to resolve this matter by stipulation at an early
3 stage of the proceedings, Respondent shall pay attorney fees and administrative costs of \$750 in
4 accordance with ELC 13.9(i) in addition to \$ 249.75 in actual costs incurred. The Association
5 will seek a money judgment under ELC 13.9(1) if these costs are not paid within 30 days of
6 approval of this stipulation.

7 **VIII. VOLUNTARY AGREEMENT**

8 39. Respondent states that prior to entering into this Stipulation Respondent has consulted
9 independent legal counsel regarding this Stipulation, that Respondent is entering into this
10 Stipulation voluntarily, and that no promises or threats have been made by ODC, the Association,
11 nor by any representative thereof, to induce the Respondent to enter into this Stipulation except
12 as provided herein.

13 40. Once fully executed, this stipulation is a contract governed by the legal principles
14 applicable to contracts, and may not be unilaterally revoked or modified by either party.

15 **IX. LIMITATIONS**

16 41. This Stipulation is a compromise agreement intended to resolve this matter in
17 accordance with the purposes of lawyer discipline while avoiding further proceedings and the
18 expenditure of additional resources by the Respondent and ODC. Both the Respondent and ODC
19 acknowledge that the result after further proceedings in this matter might differ from the result
20 agreed to herein.

21 42. This Stipulation is not binding upon ODC or the respondent as a statement of all
22 existing facts relating to the professional conduct of the Respondent, and any additional existing
23 facts may be proven in any subsequent disciplinary proceedings.

1 43. This Stipulation results from the consideration of various factors by both parties,
2 including the benefits to both by promptly resolving this matter without the time and expense of
3 hearings, Disciplinary Board appeals, and Supreme Court appeals or petitions for review. As
4 such, approval of this Stipulation will not constitute precedent in determining the appropriate
5 sanction to be imposed in other cases; but, if approved, this Stipulation will be admissible in
6 subsequent proceedings against Respondent to the same extent as any other approved Stipulation.
7

8 WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation to
9 Reprimand as set forth above.

10 

11 _____
Christopher Michael Hoxie, Bar No. 46293
Respondent

Dated: 10/9/23

12 

13 _____
Fabio Ambrosio, Bar No. 41549
Special Disciplinary Counsel

Dated: 10/10/2023

14 

15 p.p. _____
John Graffe, Bar No. 11835
Special Disciplinary Counsel

Dated: 10/10/2023